



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1027110 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenants for an order setting aside a 1 Month Notice to End Tenancy for Cause and reimbursement from the landlord of the filing fee.

The tenants served the Application for Dispute Resolution and Notice of Hearing by giving it personally to the park manager on March 6 and subsequently depositing the documents into the mail box designated as the landlords' address for service on the notice to end tenancy. The landlord did not appear at the hearing nor did it file any evidence.

Issue(s) to be Decided

Is the 1 Month Notice to End Tenancy for Cause dated March 5, 2015 valid?

Background and Evidence

The rental unit is a site in a manufactured home park. The tenancy commenced April 1, 2010. The monthly rent of \$560.00 is due on the first day of the month.

The park changed hands on March 1, 2015. The tenants were advised by letter of the name of the new owner and the park manager.

The tenants have filed an application for dispute resolution against the previous landlord on a different issue. The hearing on that application started March 2 and has been continued to April 8. On March 5 the landlord issued and served the tenants with a 1 Month Notice to End Tenancy for Cause. Numerous boxes were checked on the second page of the notice. The notice named the new company as the landlord and it was signed by the park manager.

The tenants filed their application disputing the notice the following day. It was served as described above.

Analysis

On an application such as this the onus of proof is on the landlord to prove, on a balance of probabilities, one or more of the reasons stated on the notice to end tenancy. The landlord did not submit any evidence in support of the notice to end tenancy. As the landlord has not met the required standard of proof the tenants' application is granted. The 1 Month Notice to End Tenancy for Cause dated March 5, 2015 is null and void and the tenancy continues until ended in accordance with the legislation.

Conclusion

The 1 Month Notice to End Tenancy for Cause dated March 5, 2015 is null and void and the tenancy continues until ended in accordance with the legislation. As the tenants were successful on their application they are entitled to reimbursement from the landlord of the \$50.00 they paid to file it. Pursuant to section 65, that amount may be deducted from the next rent payment due to the landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: April 07, 2015

Residential Tenancy Branch

